

AMENDMENT FORM

Shook

COMMITTEE: FINANCE/EXECUTIVE

PAGE NUMBER(S): _____

COMMUNICATION I.D.#: _____

CAPTION: ☐ YES ☒ NO

ORDINANCE I.D.#: _____

SECTION(S): Exhibit A

RESOLUTION I.D.#: 09-R-0369

PARAGRAPH(S): _____

AUTHORIZING SIGNATURE: [Signature]

DATE: 7-1-9

Remove Final Whereas Clause

Remove Section 7

Renumber Sections 8+9 to 7+8

Moore

AMENDMENT FORM

COMMITTEE: FINANCE/EXECUTIVE

PAGE NUMBER(S): _____

COMMUNICATION I.D.#: _____

CAPTION: ☐ YES ☐ NO

ORDINANCE I.D.#: _____

SECTION(S): _____

RESOLUTION I.D.#: 09-R-0369

PARAGRAPH(S): _____

AUTHORIZING SIGNATURE: [Signature]

DATE: 7-1-9

In Section 1 ~~7~~ 2 Delete the word "Council" in line one, delete 72 and replace as follows "The City will transfer to ADA the existing funds held for ~~Public~~ ACIR in an amount not to exceed \$92,624.72, subject to payment of any outstanding invoices prior to adoption.

A RESOLUTION**BY COUNCILMAN JIM MADDOX****AS SUBSTITUTED (#2) BY FINANCE/EXECUTIVE COMMITTEE****A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE ATLANTA DEVELOPMENT AUTHORITY (ADA) REGARDING THE MANAGEMENT OF THE ACTIVITIES AND PROGRAMS OF THE ADVISORY COMMITTEE ON INTERNATIONAL RELATIONS (ACIR); AND FOR OTHER PURPOSES.**

WHEREAS, The Atlanta Development Authority (ADA) is the official economic development agency for the City of Atlanta and is a research-based economic development organization which focuses on residential, business and investment growth in the city; and

WHEREAS, the Advisory Committee on International Relations (ACIR) is an official board of the City of Atlanta created for the purpose of establishing a more meaningful dialogue between the various international groups and the City's elected officials and facilitating and coordinating the functions of the organizations serving the international community; and

WHEREAS, the City has allocated funds to implement the activities and programs of the ACIR since 1982; and

WHEREAS, the City, ACIR and ADA believe that transferring the existing resources of ACIR to ADA will strengthen the City's economic development efforts and position in the international market; and

WHEREAS, the City desires to engage the services of ADA to manage and implement the activities and programs of the ACIR.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, as follows:

Section 1: The Mayor be and is hereby authorized to execute an Intergovernmental Agreement (substantially in the form hereto attached as Exhibit A) with ADA (the "Intergovernmental Agreement") for a term of three (3) years to manage the activities of the ACIR, as set forth in the Intergovernmental Agreement..

The City Council will transfer to ADA the existing funds held for ACIR in the approximate amount of \$80,729.72, said funds to be charged to and paid from account no. 1001. 030218.EXPS.T.210047.90005 and may continue to annually fund ACIR, subject to annual funding requests prepared by ADA and approved by ACIR.

Section 2: The City shall incur no liability until the Intergovernmental Agreement has been executed by the Mayor and delivered to ADA.

EXHIBIT "A"

INTERGOVERNMENTAL AGREEMENT
FOR THE MANAGEMENT OF THE
ADVISORY COMMITTEE ON INTERNATIONAL RELATIONS

This *Intergovernmental Agreement* (this "Agreement") is made and entered into this ____ day of _____ 2009, by and between the City of Atlanta, Georgia, a municipal corporation duly established under the laws of the State of Georgia, acting by and through the Atlanta City Council and the Mayor (the "City"), and The Atlanta Development Authority, a body corporate and politic established under the laws of the State of Georgia (the "ADA").

WHEREAS, ADA is the official economic development agency for the City of Atlanta, focusing on residential, business and investment growth in the city; and

WHEREAS, the Advisory Committee on International Relations (ACIR) is an official board of the City of Atlanta created for the purpose of establishing a more meaningful dialogue between the various international groups and the city's elected officials and facilitating and coordinating the functions of the organizations serving the international community; and

WHEREAS, the City has allocated funds each year to support the activities and programs of the ACIR since 1982; and

WHEREAS, the City, ACIR and ADA believe that transferring the existing resources of ACIR to ADA will strengthen the City's economic development efforts in international markets; and

WHEREAS, the City and ADA wish to make economic development prominent in ACIR's activities; and

WHEREAS, ADA, working with ACIR, will develop an annual budget, subject to the continued funding from the City; and

WHEREAS, the City desires to engage the services of ADA to guide the activities and programs of the ACIR.

WHEREAS, the City Council's staff will continue to be involved in providing administrative support to ACIR, including the preparation of the annual report.

NOW THEREFORE, for and in consideration of the foregoing premises and undertakings as hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto **DO HEREBY AGREE** as follows:

Section 1. ADA agrees to take a leadership role in the management of the activities and programs of the ACIR on behalf of the City.

Section 2. ADA agrees to become a member of ACIR.

Section 3. In exchange for such services, ACIR agrees to include in each year's budget a grant to ADA of \$15,000 to be used by ADA to fund a portion of its international economic development activities. The preparation of an annual budget is subject to annual funding from the City. Such funding request will be prepared by ADA and approved by ACIR prior to submission to the City.

Section 4. The term of this Agreement shall be for three (3) years from the date of execution of this Agreement.

Section 5. ADA shall provide to the City, through the Community Development and Human Resources Committee of the City Council, an annual report which sets forth in detail, the activities which have been performed pursuant to this Agreement.

Section 6. ADA shall maintain the financial records pertaining to transactions incurred in connection with this agreement. Such financial records will be subject to the internal controls of ADA and will be included in the annual audit of ADA. Authorized representatives of the City may, during normal business hours, review and inspect such financial records.

Section 7. The council staff shall provide administrative and staff support to ACIR

Section 8. This Agreement may be terminated by either party with or without cause upon ninety (90) days written notice.

Section 9. This Agreement shall be interpreted and construed in accordance with the laws of the State of Georgia.

IN WITNESS WHEREOF, the parties hereto, by and through their duly authorized officers, have caused this Agreement to be executed in multiple counterparts under seals as of the date first above written.

CITY OF ATLANTA, GEORGIA

Date _____, 2009

Mayor

Attest:

Recommended:

Chief Operating Officer

Municipal Clerk

[SEAL]

Approved as to form:

City Attorney

Chief Financial Officer

Date: _____, 2009

THE ATLANTA DEVELOPMENT AUTHORITY

Attest:

Vice-Chair

Secretary

[SEAL]

RCS# 3009
6/01/09
3:19 PM

Atlanta City Council

REGULAR SESSION

MULTIPLE

09-O-0370, 09-O-0369

REFER FINANCE

YEAS: 14
NAYS: 0
ABSTENTIONS: 0
NOT VOTING: 2
EXCUSED: 0
ABSENT 0

Y Smith	Y Archibong	Y Moore	Y Mitchell
NV Hall	Y Fauver	Y Martin	Y Norwood
Y Young	Y Shook	Y Maddox	Y Willis
Y Winslow	Y Muller	Y Sheperd	NV Borders

MULTIPLE

RCS# 3008
6/01/09
3:17 PM

Atlanta City Council

REGULAR SESSION

MULTIPLE

09-O-0370, 09-O-0369

REMOVE FR.TABLE

YEAS: 14
NAYS: 0
ABSTENTIONS: 0
NOT VOTING: 2
EXCUSED: 0
ABSENT 0

Y Smith	Y Archibong	Y Moore	Y Mitchell
NV Hall	Y Fauver	Y Martin	Y Norwood
Y Young	Y Shook	Y Maddox	Y Willis
Y Winslow	Y Muller	Y Sheperd	NV Borders

MULTIPLE

RCS# 3007
6/01/09
3:15 PM

Atlanta City Council

REGULAR SESSION

0900369,70 AMEND SECTIONS OF THE CODE OF ORDINANCES
 AS IT PERTAINS TO ACIR
 REMOVE FRM TABL

YEAS: 13
NAYS: 0
ABSTENTIONS: 1
NOT VOTING: 2
EXCUSED: 0
ABSENT 0

Y Smith	Y Archibong	Y Moore	Y Mitchell
A Hall	Y Fauver	Y Martin	Y Norwood
Y Young	Y Shook	Y Maddox	NV Willis
Y Winslow	Y Muller	Y Sheperd	NV Borders

0900369,70

RCS# 2991
5/18/09
3:20 PM

Atlanta City Council

REGULAR SESSION

09-R-0369

AUTH.MAYOR TO ENTER AGREE.W/ADA

TABLE

YEAS: 11
NAYS: 2
ABSTENTIONS: 0
NOT VOTING: 1
EXCUSED: 0
ABSENT 2

Y Smith	Y Archibong	N Moore	B Mitchell
Y Hall	Y Fauver	Y Martin	Y Norwood
Y Young	N Shook	Y Maddox	Y Willis
B Winslow	Y Muller	Y Sheperd	NV Borders

09-R-0369

**A RESOLUTION
BY COUNCILMAN JIM MADDOX
AS SUBSTITUTED BY FINANCE/EXECUTIVE COMMITTEE**

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE ATLANTA DEVELOPMENT AUTHORITY (ADA) REGARDING THE MANAGEMENT AND ADMINISTRATION OF THE ACTIVITIES AND PROGRAMS OF THE ADVISORY COMMITTEE ON INTERNATIONAL RELATIONS (ACIR); AND FOR OTHER PURPOSES.

WHEREAS, the Atlanta Development Authority (ADA) is the official economic development agency for the City of Atlanta and is a research-based economic development organization which focuses on residential, business and investment growth in the city; and

WHEREAS, the Advisory Committee on International Relations (ACIR) is an official board of the City of Atlanta created for the purpose of establishing a more meaningful dialogue between the various international groups and the city's elected officials and facilitating and coordinating the functions of the organizations serving the international community; and

WHEREAS, the City has allocated funds to implement the activities and programs of the ACIR since 1982; and

WHEREAS, the City, ACIR and ADA believe that transferring the existing resources of ACIR to ADA will strengthen the City's economic development efforts and position in the international market; and

WHEREAS, the ADA, at the request of the City, has developed a budget, a time-frame and a scope of services which it agrees to perform on behalf of the City with respect to the activities and programs of the ACIR; and

WHEREAS, the City desires to engage the services of ADA to manage and implement the activities and programs of the ACIR.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, as follows:

Section 1: The Mayor be and is hereby authorized to execute an Agreement (substantially in the form hereto attached as Exhibit "A") with the Atlanta Development Authority (ADA), for a term of three (3) years to manage and administer the programs and activities of the Advisory Committee on International Relations (ACIR), for an amount not to exceed \$96,946.72 for the three (3) year period. All costs associated with this Agreement shall be charged to and paid from Account 1001.030218.EXPS.T.210047.9000.

Section 2: The City shall incur no liability until the Agreement has been executed by the Mayor and delivered to ADA.

A RESOLUTION

BY COUNCILMAN JIM MADDOX

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE ATLANTA DEVELOPMENT AUTHORITY (ADA) REGARDING THE MANAGEMENT AND IMPLEMENTATION OF THE ACTIVITIES AND PROGRAMS OF THE ADVISORY COMMITTEE ON INTERNATIONAL RELATIONS (ACIR); AND FOR OTHER PURPOSES.

WHEREAS, the Atlanta Development Authority (ADA) is the official economic development agency for the City of Atlanta and is a research-based economic development organization which focuses on residential, business and investment growth in the city; and

WHEREAS, the Advisory Committee on International Relations (ACIR) is an official board of the City of Atlanta created for the purpose of establishing a more meaningful dialogue between the various international groups and the city's elected officials and facilitating and coordinating the functions of the organizations serving the international community; and

WHEREAS, the City has allocated funds to implement the activities and programs of the ACIR; and

WHEREAS, the City, ACIR and ADA believe that combining the resources of ACIR and ADA will strengthen the City's economic development efforts and position in the international market; and

WHEREAS, the ADA, at the request of the City, has developed a budget, a time-frame and a scope of services which it agrees to perform on behalf of the City with respect to the activities and programs of the ACIR; and

WHEREAS, the City desires to engage the services of ADA to manage and implement the activities and programs of the ACIR.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, as follows:

Section 1: The Mayor be and is hereby authorized to execute an Agreement (substantially in the form hereto attached as Exhibit "B") with the Atlanta Development Authority (ADA), for a term of _____ years to manage and implement the activities and programs of the Advisory Committee on International Relations (ACIR), as set forth in the Scope of Services (hereto attached as Exhibit "A") for an amount not to exceed \$_____. All costs associated with this Agreement shall be charged to and paid from _____.

Section 2: The City shall incur no liability until the Agreement has been executed by the Mayor and delivered to ADA.

EXHIBIT "B"

AGREEMENT

FOR

MANAGEMENT OF THE ADVISORY COMMITTEE ON INTERNATIONAL RELATIONS

This *Agreement*, made and entered into this ____ day of _____ 2009, is by and between the City of Atlanta, Georgia, a municipal corporation duly established under the laws of the State of Georgia, acting by and through the Atlanta City Council and the Mayor (the "City"), and the Atlanta Development Authority, a body corporate and politic established under the laws of the State of Georgia (the "ADA").

WHEREAS, the Atlanta Development Authority (ADA) is the official economic development agency for the City of Atlanta and is a research-based economic development organization which focuses on residential, business and investment growth in the city; and

WHEREAS, the Advisory Committee on International Relations (ACIR) is an official board of the City of Atlanta created for the purpose of establishing a more meaningful dialogue between the various international groups and the city's elected officials and facilitating and coordinating the functions of the organizations serving the international community; and

WHEREAS, the City has allocated funds to implement the activities and programs of the ACIR; and

WHEREAS, the City, ACIR and ADA believe that combining the resources of ACIR and ADA will strengthen the City's economic development efforts and position in the international market; and

WHEREAS, the ADA, at the request of the City, has developed a budget, a time-frame and a scope of services which it agrees to perform on behalf of the City with respect to the activities and programs of the ACIR; and

WHEREAS, the City desires to engage the services of ADA to manage and implement the activities and programs of the ACIR.

NOW THEREFORE, for and in consideration of the foregoing premises and undertakings as hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto **DO HEREBY AGREE** as follows:

1.

ADA agrees to manage and implement the activities and programs of the ACIR on behalf of the City, in accordance with the Work Plan and Scope of Services hereto attached as Exhibit "A".

2.

In exchange for such services, the City agrees to pay to ADA, the amount of _____.

3.

The term of this Agreement shall be for _____ years from the date of execution of this Agreement.

4.

ADA shall provide to the City, through the Community Development and Human Resources Committee of the City Council, a quarterly report which sets forth in detail, the activities which it has performed pursuant to this Agreement.

5.

ADA agrees to indemnify and hold harmless the City, its officers, agents and employees from any and all losses, expenses, demands and claims against the city,

its officers, agents and employees sustained or alleged to have been sustained in connection with or to have arisen out of or resulting from the performance of the **ADA's** duties hereunder. **ADA** further agrees that this Agreement to indemnify and hold harmless the City, its officers, agents and employees shall not be limited to the limits or terms of any liability insurance policy which may be obtained in connection with this Agreement.

6.

ADA shall maintain all books, documents, accounting records and other evidence pertaining to costs incurred in connection with this contract. Authorized representatives of the City may, during normal business hours, review and inspect such books, documents and records.

7.

This Agreement may be terminated by either party with or without cause upon thirty (30) days written notice.

8.

This Agreement shall be interpreted and construed in accordance with the laws of the State of Georgia,

IN WITNESS WHEREOF, the parties hereto, by and through their duly authorized officers, have caused this Agreement to be executed in multiple counterparts under seals as of the date first above written.

CITY OF ATLANTA, GEORGIA

Date _____, 2009

Mayor

Attest:

Recommended:

Chief Operating Officer

Municipal Clerk

[SEAL]

Approved as to form:

City Attorney

Chief Financial Officer

Date: _____, 2009

ATLANTA DEVELOPMENT AUTHORITY

Attest:

Vice-Chair

Secretary

[SEAL]